Subcontract for additional works due to design change for station buildings at Bačka Topola and Žednik

巴奇卡托波拉及热德尼克站房设计变更新增作业分包合同

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Party B: MIROSLAV ATIĆ PREDUZETNIK AGENCIJA ZA PROJEKTOVANJE I INŽENJERING FORM INŽINJERING SUBOTICA

This Subcontract (No.2023-ERGS-XSTL-LW-045) is concluded in Subotica, between:

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije i Kine 4, 11070 Novi Beograd. Represented by Wang Yong

And

Party B: MIROSLAV ATIĆ PREDUZETNIK AGENCIJA ZA PROJEKTOVANJE I INŽENJERING FORM INŽINJERING SUBOTICA, MB: 63747017, PIB: 108850198, Vatroslava Lisinskog 25, 24000 Subotica, Represented by Miroslav Atić.

In view of :
鉴于:
山东省路桥集团有限公司与 MIROSLAV ATIĆ PREDUZETNIK AGENCIJA ZA PROJEKTOVANJE I INŽENJERING FORM INŽINJERING SUBOTICA 已于 2022 年 12 月 6 日签署了站房改造作业分包合同（合同编号：2022-ERGS-XSTL-ZY-006）（以下简称"主分包合同"）；
Subcontract for Renovation and reconstruction Work of Station Building (Contract No. 2022-ERGS-XSTL-ZY-006) was signed on December 6, 2022 by SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd and MIROSLAV ATIĆ PREDUZETNIK AGENCIJA ZA PROJEKTOVANJE I INŽENJERING FORM INŽINJERING SUBOTICA (Hereinafter referred to as the "Main Subcontract");

Due to design changes resulting in new additional works under the Main Subcontract, after negotiation, Party A hereby entrusts Party B to implement the corresponding new additional works and reached the following agreement:
因设计变更导致主分包合同下出现新增工程，经协商，甲方特此委托乙方实施相应新增工程并达成如下协议：

1.Definitions and Explanations
1.定义与解释
1.1 Employer: refers to **Railway Infrastructure Serbia Co., Ltd., the Ministry of Construction, Transport and Infrastructure of Government of the Republic of Serbia and their successors, as well as the Joint Venture of China Railway International Co., Ltd. & China Communications Construction Company Ltd.**
1.1 发包人：指塞尔维亚铁路基础设施有限公司和塞尔维亚共和国政府建设、交通和基础设施部，以及中铁国际与中交股份联营体。

1.2 The words indicating single-gender in the Contract include all genders unless otherwise specified;
1.2 本合同中的“单一性别”字样，除非另有说明，包括所有性别；

1.3 The words indicating the singular include the plural, and the words indicating the plural also include the singular;
1.3 表示单数的词语包括复数，表示复数的词语也包括单数；

1.4 Day: Refers to the calendar day unless otherwise specified.
1.4 天：除另有规定外，为日历日。

1.5 Supervisor: refers to the legal entity or other organization appointed by the Employer to supervise and manage the Party A's performance of the construction work.
1.5 监理：指发包人指定对甲方实施施工进行监督管理的法人或其他组织。

1.6 All the works related to safety, environmental protection and temporary measures required by this project: Refers to the safety, environmental protection and temporary measures implemented to complete the work in accordance with Serbian laws, industry regulations, design drawing requirements and construction needs; For example, signs set up to remind people who are not related to this project not to enter the construction site at will, measures to prevent electric shock when using electricity during construction, wearing safety helmets, set up reliable scaffolding, stack or dump garbage at designated locations, temporary measures for construction in winter, temporary measures for construction in rainy season, temporary protection measures for semi-finished products, etc.
1.6 因本工程所要求的安全、环保及临时措施等相关所有工作内容：指根据塞尔维亚法律、行业规定、设计图纸要求及施工需要，为完成本工作而实施的安全、环保及临时措施；例如为提醒非本项目相关的人随意进入工地而设置的标志，施工用电时的防触电措施，佩戴安全帽，架设可靠的脚手架，在指定位置堆放或倾倒垃圾，冬季施工临时措施，雨季施工临时措施，半成品临时保护措施等。

2.Scope of Works and Composition of Subcontract
2.分包合同的工作范围和组成
2.1 Scope of Works :
A.The additional works of Front boards and frames at Žednik station; B.The additional works of Carpenters work at Žednik station; C.The additional works of lightning protection at Žednik station; D.The additional works of eaves at Bačka Topola station; E.The additional works of new Technical solution for station building at Bačka Topola; F.HVAC work for station building at Bačka Topola(PZI Book 6.1.9.1); As well as all the works related to safety, environmental protection and temporary measures required by this project.
2.1 工作范围： A.Žednik 站前板及框架新增工程；B.Žednik 站木工新增工程；C.Žednik 站防雷新增工程；D.Bačka Topola 站屋檐新增工程；E.Bačka Topola 站新技术解决方案房新增工程；F.Bačka Topola 站房暖通工程(6.1.9.1 册设计)；以及因本工程所要求的安全、环保及临时措施等相关所有工作内容。

2.2Composition of Subcontract
2.2 分包合同的构成
2.2.1This Subcontract and Appendixes;
2.2.1 本分包合同及附件；

2.2.2Execution Design Drawings and Technical Specifications;
2.2.2 执行设计图纸和技术规范；

2.2.3Work Instructions from Supervising Engineer (if any);
2.2.3 监理工程师的工作指导书（如有）；

2.2.4The managing documents of Party A, meeting minutes, and contact sheets of both parties;
2.2.4 甲方管理文件、会议记录、双方联系表；

2.2.5 Party A's work dynamic plan.
2.2.5 甲方的动态计划。

3.The Subcontract Price
3.分包价格

3.1 This is a subcontract with a fixed total price. The subcontract price includes all engineering costs for the full performance of this subcontract, as well as the direct and indirect costs incurred by Party B for completing the subcontract projects.
In the case that additional works or significant quantity difference occurs on Project, Parties A and B shall negotiate and sign a supplementary agreement, based on the price agreed by both parties for new items necessary for completion of works; if Parties A and B cannot reach an agreement related to additional works (discrepancy between PZIs, price of additional works, etc), Party A is obliged to pay to Party B for already performed additional works by Party B(Except for Party B's construction without Party A's consent).
3.1 这是一个固定总价的分包合同。分包价包括为全面履行本分包合同的所有工程费用，以及乙方为完成分包合同工程而产生的直接和间接费用。
项目发生新增工程或显著工程量差异的，甲、乙双方就完成所需新增工作，按双方商定的价格协商签订补充协议；如果甲乙双方无法就新增工程（施工图差异、新增工程的价格等）达成一致，甲方有义务向乙方支付乙方已经完成的新增工程（乙方未经甲方同意擅自施工的除外）。

3.1.1Party B fully confirms the adequacy and sufficiency of the Subcontract Price. The Subcontract Price is based on the data, its verification and interpretation, required information, inspection, and all relevant matters and other implied data available to Party B.
3.1.1 乙方充分确认分包价格的充分性。分包价格基于乙方可获得的数据、其验证和解释、所需信息、检查以及所有相关事项和其他隐含数据。

3.1.2 When Party B signs the contract, Party B has fully understood the market price of personnel, materials and machinery and equipment required for the project, and the risk cost caused by factors such as price changes, material scarcity has been included in the subcontracting price.
3.1.2 乙方签订合同时，乙方充分了解本工程所需人员、材料及机器设备的市场价格，价格变动、材料稀缺等因素造成的风险成本已包含在分包价格中。

3.1.3Party B confirms that he has entered into this Subcontract on the basis of proper examination, verification, and interpretation of all data including data provided by Party A and any other data available relating to the Site, and surrounding area.
3.1.3 乙方确认，他已在对所有数据（包括甲方提供的数据以及与现场及周边区域相关的任何其他可用数据）进行适当检查、验证和解释的基础上签订了本分包合同。

3.2 The Subcontract Price is 233,070.04 USD (without VAT) (in words: Two Hundred Thirty-Three Thousand Seventy and 04/100 Dollars). VAT shall be calculated according to the Serbian VAT law.
3.2 分包价格为 233,070.04 美元（不含增值税）（大写：贰拾叁万叁仟零柒拾点零肆美元）； 增值税应根据塞尔维亚增值税法计算。

3.2.1The Subcontract Price includes all the taxes and fees except VAT. Party A has no obligation of paying any taxes and fees to Party B, no matter if there is any tax-changing that occurs during the period of Subcontract performance, even though the taxes are related to the Works.

3.2.1 分包价格包括除增值税外所有税费。 甲方没有义务向乙方支付任何税费，无论在分包合同履行期间是否发生任何税费变化，即使这些税费与工程有关。

3.3 The transportation, purchase, and leasing of all materials, equipment, and machinery required for the completion of this work shall be carried out by Party B at its own expense (including related materials and equipment for safety, environmental protection, and interim measures required for the implementation of this work, Such as scaffolding, protective nets, safety helmets, safety ropes, etc.). For the avoidance of doubt, Party A is not obliged to provide any materials and machinery for the implementation of this work.
3.3 完成本工作所需的全部材料、设备、机械的运输、购买、租赁均由乙方自费实施（包括实施本工作所需的安全、环保及临时措施的相关材料和设备，如脚手架、防护网、安全帽、安全绳等），为免疑义，在实施本工作中，甲方无义务提供任何材料及机械。

4. Method of Quantity Measurement and Payment
4. 计量及支付方式
4.1 Measurement: The measurement period is once a month (when the measurement conditions are met). Party B shall provide measurement documents, quality certification documents, test reports, construction logs, etc. Party A shall review and sign the measurement documents provided by Party B within a term that cannot be longer than 3 days after Party A received the measurement documents which signed by Supervisor.
4.1 计量：计量周期为每月一次（当满足计量条件时）； 乙方按甲方要求提供计量书、质量证明文件、检测报告、施工日志等。甲方应在收到监理签字的计量书后3日内对乙方提供的计量书进行审核并签字。

4.2 Interim payment: After the Employer approves the interim payment certificate provided by Party A for the current period, Party A shall approve the interim payment certificate submitted by Party B for the corresponding period. According to the actual site situation, if Party A performs part of the work on behalf of Party B, or due to the breach of contract by Party B, the corresponding amount/liquidated damages shall be deducted from the payment; Conversely, if Party B provides additional services to Party A or is in breach of contract by Party A, the corresponding amount/liquidated damages shall also be paid to Party B. After receiving the payment from the Employer, Party A shall promptly pay Party B the interim payment for the corresponding period within a term that cannot be longer than 7 days.
4.2 中期付款：发包人批准甲方当期提供的中期付款证书后，甲方应对相应期次乙方提交的中期付款证书进行审批。根据现场实际情况，若甲方代替乙方实施了本工作的一部分，或因乙方违约，相应金额/违约金应在付款中被扣除；相反地，若乙方向甲方提供了额外的服务或因甲方违约，对应金额/违约金也应向乙方支付。在收到发包人的付款后，甲方内应在不超过7天的期限内及时向乙方支付相应期次的中期付款。

4.3 Party B shall provide Party A with an official invoice according to Party A's requirement. Payment shall be made in dinar (RSD) at the middle exchange rate of the National Bank of Serbia on the date of the Party B's invoice issued.
4.3 乙方应按甲方要求向甲方提供正式发票。甲方按照乙方发票开具之日塞尔维亚国家银行的中间汇率以第纳尔 (rsd)支付。

4.4Party B shall submit appropriate documents required by the financial department of Party A. Party A shall be exempted from any responsibility if the payment is delayed caused by Party B.
Party B's bank account: 170-0050016828000-93 Unicredit bank

4.4 乙方应提交甲方财务部门要求的相应文件。如因乙方原因造成延迟付款，甲方不承担任何责任。
乙方的银行账户：__170-0050016828000-93 Unicredit bank

4.6 Final payment: After the project is completed and the defect liability period expires, Party B starts to apply for the final payment certificate. Party A will pay Party B in accordance with the provisions of this subcontract. The final payment certificate will be paid within 15 working days from the date the Employer pays Party A's final payment.
4.6 终期付款：工程完工且缺陷责任期满后，乙方开始申请终期付款证明。 终期支付证书将在发包人支付甲方的终期付款之日起的 15 个工作日内支付。

4.7 Retention money: Starting from the first interim payment, Party A shall deduct 5% of the contract value of the works executed in each period from the interim payment certificate, and the retention money will not generate interest.
After the expiration of the defect notification period, Party B shall apply to Party A for refund of the retention money, and Party A shall verify with Party B within 14 days whether Party B has completed the defect liability stipulated in the subcontract. Once Party A confirms that there is no objection to the completed project within the above 14 days, Party A shall return the retention money to Party B within 14 days from the date of confirmation.
4.7 保留金：从第一期中期付款开始，甲方应从中期付款证书中扣除每期执行的工程合同价值的 5%，保留金不产生利息。
在缺陷通知期届满后，乙方应向甲方申请退还保留金，甲方应在 14 天内与乙方核实乙方是否已完成分包合同规定的缺陷责任。一旦甲方在上述 14 天内确认对已完成的工程没有异议，在确认之日起的 14 天内，甲方应将保留金退还给乙方。

4.8 The measurement book submitted by Party B to Party A shall include supporting documents related to measurement, which shall meet the requirement that Party A's application for payment to the Employer. The supporting documents that should include but are not limited to construction logs, submission of RIA (request for inspection and approval), measurement books, test reports, etc. The provision of these measurement documents is one of the measurement conditions, If Party A is unable to apply for payment to the Employer due to Party B's reasons, Party A has the right to delay the measurement or file a claim against Party B.
4.8 乙方向甲方提交的计量书应包括计量相关支撑文件，应满足甲方向发包方申请付款。应包括的支撑文件包括但不限于施工日志、提交 RIA（request for inspection and approval）、计量书、试验报告等，提供这些计量这些文件是计量条件之一，若因乙方原因造成甲方无法向发包人申请付款，甲方有权延迟计量或向乙方提出索赔。

4.9 Performance guarantee / 履约保证
Before this Subcontract is signed, Party B shall issue an acceptable Promissory Note (the guarantee amount of the Promissory Note is 5% of the Subcontract Price)
本合同签订前，乙方应开具的可接受的期票(期票担保金额与为分包合同价格的 5%)。
The Promissory Note provided by Party B shall be registered at the National Bank of Serbia through a commercial bank, accompanied by the verified bill of exchange authorization and list of deposited authorized signatures issued by the commercial bank. with "unconditionally and irrevocably" clause.
乙方提供的期票应通过商业银行在塞尔维亚国家银行登记，并附有商业银行签发的经核实的汇票授权和存款授权签名清单。 带有"无条件且不可撤销"的条款。
Party A shall return the Promissory Note to Party B within 28 days after expiring Defect Liability Period under this Subcontract.
甲方应在本分包合同规定的缺陷责任期届满后 28 天内将期票退还给乙方。

4. Works Schedule
5. 工期
5.1 The completion of all work shall be no later than February 5, 2024.
5.1 完成全部工作不得晚于为 2024 年 2 月 5 日。

5.2 Extension of the Time for Completion: According to the dynamic plan, if the construction site cannot meet the construction conditions at the corresponding time, the corresponding deadline shall be postponed, But the deadline for completion remains the same; The Time for Completion could be extended if any delay is caused by force majeure or the delay was caused by Party A. Extension could be permitted if any extension instruction is issued by the Supervising Engineer and/or Party A, which is directly connected with the scope of work of Party B. Party A must issue an extension order if the delay was caused by Party A. If the delay is caused by Party B, no extension will be granted.
5.2 竣工时间的延长：按照动态计划，若施工现场在相应时间无法达到施工条件，对应期限将顺延，但完成期限不变；如因不可抗力或甲方造成的延误，竣工时间可予以延长。如监理工程师和/或甲方发出任何与乙方的工作范围直接相关的延期指令，则可允许延期。如果延误是由甲方造成的，甲方必须发出延期令。如果延误是由乙方造成的，则不予延期。

5.3 Party B signs this subcontract on the basis of fully understanding the requires of the Emploryer and Party A for the deadline of the works under this subcontract. Based on normal construction conditions, if Party A believes that the completion date is threatened, the work may not be completed on time, Party A will send written notice to Party B to take acceleration measures (Acceleration measures include but are not limited to overtime, increase equipment, increase personnel, replace incompetent personnel of Party B, etc.).
After Party A issues a written notice of acceleration, Party B shall reply within 5 days (120 hours) or make reasonable adjustments to the acceleration measures, failure to reply after 5 days will be deemed as agreeing to Party A's acceleration measures. For the avoidance of doubt, the adjustment made by Party B shall be valid only after the consent of Party A, otherwise it shall be strictly implemented in accordance with the accelerated measures issued by Party A.
If Party B's work progress still fails to meet the requirements after being warned (after sent written acceleration notice) twice, Party A has the right to take back all or part of the works for self-execution or hand over to other subcontractors for execution, and the relevant costs and losses shall be borne by Party B.
5.3 乙方在充分了解发包人及甲方对本分包合同下工程的截止日期的要求的基础上签订本分包合同，基于正常施工情况下，若甲方认为完工日期受到威胁,工作有可能无法按时完成，甲方将书面通知乙方采取加速措施（加速措施包含但不限于加班、增加设备、增加人员、替换乙方不称职人员等）。
甲方发出加速的书面通知后，乙方应 5 日（120 小时）内做出回复或对加速措施进行合理的调整，3 日后未回复则被视为同意甲方的加速措施，为免疑义，乙方做出的调整须经甲方同意后才有效，否则应按照甲方发出的加速措施严格执行。
如果乙方经两次警告后（发出书面的加速通知后）工作进度仍不符合要求，甲方有权收回全部或部分自行执行或移交其他分包商执行，相关费用和损失由乙方承担。

5.4 If the delay is not caused by Party B, or on the premise of Party B completed the dynamic plan, and Party A requests to take acceleration measures from Party B, or shorten the construction period and complete this work ahead of schedule, both parties shall negotiate the additional costs incurred by this reason; And the cost of works under acceleration will be calculated according to the real cost.
If Parties A and B cannot reach an agreement related to acceptance of real costs for the works under acceleration, Party A is obliged to pay to Party B all costs for already performed works by Party B under acceleration of works(Except for Party B's construction without Party A's consent).
5.4 如果延误不是乙方造成的，或在乙方完成动态计划的前提下，甲方要求乙方采取加速措施，或缩短工期提前完成此项工作，双方应协商由此产生的额外费用；加速工程的成本将按实际成本计算。
如甲、乙双方不能就加速工程实际费用的验收达成一致，甲方有义务向乙方支付乙方加速工程已完成工程的全部费用（乙方未经甲方同意擅自施工的除外）。

6. Quality Warranty Period and Defect Liability Period
6.质量保修期及缺陷责任期
6.1 Quality warranty period：From the date when Party A receives the take-over certificate from the Employer, to the following two-year period, Before the end of the warranty period, Party B shall repair any defects caused

by Party B at its own expense (Party A and Party B shall jointly investigate the cause of the defect and/or damage). If Party B cannot repair the defect within a reasonable time notified by Party A, Party A will repair it by itself or entrust others to repair it, and Party B shall bear the cost.
6.1 质量保修期：自甲方收到发包人的接管证书之日起，至随后的 2 年期限，在保修期结束前，乙方应自费修复因乙方造成的任何缺陷（甲方和乙方应共同调查缺陷和/或损坏的原因）。如果乙方不能在甲方通知的合理时间内修复缺陷，甲方将自行修复或委托他人修复，费用由乙方承担。

6.2 Defects Liability Period: Within one years after Party A receives the take-over certificate from Employer.
6.2 缺陷责任期：甲方收到发包人的接管证书后 1 年。

7.The right and obligation of each party
7.各方的权利和义务
7.1The right and obligation of Party A / 甲方的权利和义务
7.1.1Party A shall have the right to decide, at the request of the Employer, all issues relating to the quality, acceptance, performance, and progress of the Project, For the avoidance of doubt, the reasonable and justified decisions made by Party A pursuant to the Employer's requirements shall be final, conclusive, and binding upon Party B, except as specified in this contract, for such notification, Party B shall act according such instruction no later than 5 days after recipient of Party A's notification.
7.1.1 甲方有权根据发包人的要求决定与工程质量、验收、施工和进度有关的一切问题，为免生疑问，甲方根据发包人的要求作出的合理且正当的决定是最终的、决定性的，对乙方具有约束力，除本合同有具体说明外，对于此类通知，乙方应在收到甲方通知后最迟不得超过 5 天执行指令。

7.1.2Party A shall supervise Party B's full performance of the Subcontract, control, supervise and inspect the quality, progress, and HSE work of the project, conduct acceptance and evaluation of the project completed by Party B on a regular basis, measure the qualified project completed by Party B and make payment to Party B according to Article 3 and Article 4 of this Subcontract.
7.1.2 甲方应监督乙方全面履行分包合同，控制、监督和检查工程的质量、进度、HSE 工作，定期对乙方完成的工程进行验收和评估，对乙方完成的合格工程进行计量，并按本分包合同第 3 条和第 4 条的规定向乙方付款。

7.1.3 Party A shall assign execution managers and engineers to supervise the execution of Party B according to this Subcontract. Party A has the right to check Party B's execution log and other required technical documents.
7.1.3 甲方应根据本分包合同指派执行经理和工程师对乙方的执行进行监督。甲方有权查阅乙方的施工日志和其他所需的技术文件。

7.2 The right and obligation of Party B / 乙方的权利和义务
7.2.1 Party B shall organize enough executive personnel and equipment to enter the site according to the date notified by Party A. Party B shall prepare all daily necessities and ensure that the progress will not be affected. Such as the living materials, temporary housing facility, domestic electricity, construction electricity, domestic water, and construction water required by Party B for production shall be borne by Party B at its own expense. Party B shall meet Party A's dynamic plan and its requirements for adjustment of the execution schedule by adding execution equipment and execution teams.
If the delay is not caused by Party B or on the premise of Party B completed the dynamic plan, if Party A requests to shorten the construction period and complete this work ahead of schedule, both parties shall

negotiate the additional costs incurred by this reason; And the cost of works under acceleration will be calculated according to the real cost.
If Parties A and B cannot reach an agreement related to acceptance of real costs for the works under acceleration, Party A is obliged to pay to Party B all costs for already performed works by Party B under acceleration of works(Except for Party B's construction without Party A's consent).
7.2.1 乙方应按甲方通知的日期组织足够的执行人员和设备进入现场。乙方应准备好一切日常用品，并确保不影响进度。乙方生产所需的生活物资、临时建筑设施、生活用电、施工用电、生活用水、施工用水等均由乙方自费承担。乙方应通过增加执行设备和执行队伍，满足甲方动态计划及其对执行进度调整的要求。
若非乙方原因造成延期或在乙方已完成动态计划的前提下，若甲方要求压缩工期，提前完工，甲乙双方可协商由此产生的额外费用。并且该成本将按照加速的实际成本进行计算。
如甲、乙双方不能就加速工程实际费用的验收达成一致，甲方有义务向乙方支付乙方加速工程已完成工程的全部费用（乙方未经甲方同意擅自施工的除外）。

7.2.2Party B shall organize execution work in strict accordance with the execution data and technical specifications provided by Party A, following instructions and inspection of Party A and supervising engineer, and be responsible for the quality of the Project. Party B shall deal with the issues in accordance with the requirements of the Employer, the supervising engineer, and Party A if rework needed to be done or any losses occurred due to Party B's reason. All related losses shall be borne by Party B.
7.2.2 乙方应严格按照甲方提供的施工资料和技术规范，按照甲方和监理工程师的指示和检查，组织施工工作，并对工程质量负责。因乙方原因需要返工或造成损失的，乙方应按照发包人、监理工程师和甲方的要求处理。所有相关损失由乙方承担。

7.2.3 Party B shall organize and arrange machinery, equipment, and workers timely and reasonably to meet execution requirements. All administrative staff and technicians shall hold certificates. The workers for special works shall obtain special operation certificates issued by the competent department of the Republic of Serbia. The main technicians shall have rich experience in execution.
7.2.3 乙方应及时、合理地组织、安排机器、设备和工人，以满足施工要求。所有管理人员和技术人员均应持证上岗。特种作业工人应取得塞尔维亚共和国主管部门颁发的特种作业证书。主要技术人员应具有丰富的执行经验。

7.2.4Party B will cooperate with Party A to jointly manage the health and safety at work of the employees at the site in question. Each of the parties is individually responsible for their employees in the field of health and safety at work on the execution site, in accordance with the regulations of the Republic of Serbia. Party B shall carry out on-site management according to the related regulations of Serbia, comply with all the laws and regulations related to environmental protection and be responsible for handling and bearing full costs of environmental pollution caused by performing his part of the works.
7.2.4 乙方将与甲方合作，共同管理相关现场员工的工作健康和安全。根据塞尔维亚共和国的规定，每一方对其员工在执行现场工作的健康和安全领域分别负责。乙方应按照塞尔维亚有关规定进行现场管理，遵守所有与环境保护有关的法律法规，并负责处理和承担因其执行的部分的工程造成的环境污染的全部费用。

7.2.5Party B shall assist Party A in measurement, quality, safety, execution progress, environment protection, site management, inspections, and data collection. Besides, Party B shall timely fill in the execution reports, safety execution reports, Measurement Books, and construction diary. Party B shall be responsible for filling

and submission of original documents, and shall timely submit the execution schedule and the documents required by Party A.
7.2.5 乙方应协助甲方进行计量、质量、安全、执行进度、环境保护、现场管理、检查、数据收集等工作。此外，乙方应及时填写施工报告、安全施工报告、计量书及施工日志。乙方负责原件的填写和提交，并及时提交施工进度和甲方要求的文件。

7.2.6Party B shall submit to Party A a list of names and a photocopy of the ID of Party B's personnel on-site(if necessary). Party B shall equip his staff with all required social insurance and bear the related insurance cost.
7.2.6 乙方应向甲方提交乙方现场人员名单及身份证复印件（若有必要）。乙方应为其员工配备所有必要的社会保险并承担相关的保险费用。

7.2.7Party B shall pay all the relevant taxes in accordance with local laws and regulations.
7.2.7 乙方应根据当地法律法规缴纳所有相关税费。

7.2.8Party B shall guarantee the project quality. In case of any defects or quality accidents, if supervising engineer issues instructions to rectify or remove the defects or quality accidents. Party B shall conduct verification based on experimental reports, documents and other supporting documents. If it is proved that the defect is caused by Party B, Party B shall make rectification at its own expense unconditionally.
7.2.8 乙方应保证工程质量。发生任何缺陷或质量事故时，如果监理工程师下达整改或消除缺陷或质量事故的指令，乙方将根据以实验报告、文件和其他支撑文件进行验证，若证明该缺陷是乙方造成的，乙方应无条件自费整改。

7.2.9In case of any damage to the surrounding property or area during the execution of subcontracted works caused by Party B, Party B shall bear the maintenance costs and shall not affect the time for completion. While evacuation, Party B shall remove all the equipment, surplus material, waste, and all kinds of temporary facilities to make the site clean and meet the requirement of Party A.
7.2.9 分包工程施工过程中如乙方对周边财产或区域造成损害，乙方应承担维修费用，不影响竣工时间。撤场时，乙方应撤离所有设备、多余材料、废物和各种临时设施，使场地清洁，符合甲方要求。

8.Variation, claim, and Insurance
8.变更、索赔和保险
8.1Variation and Additional Works / 变更和附加工作
8.1.1The project variation and adjustment shall be carried out in accordance with the Contract between Party A and his Employer, Party B shall be responsible to assist Party A to submit relevant documents as required by the Employer and the submitted documents shall be confirmed by the representative of Party B in writing. The approval and reply of the Employer, which is made shall be binding to both parties.
8.1.1 工程变更和调整应按照甲方与发包人签订的合同进行，乙方负责协助甲方按发包人要求提交相关文件，并且提交的文件应由乙方代表书面确认。发包人作出的批准和答复对双方均具有约束力。

8.1.2Party B shall provide all the invoices and documents of the variation or additional works approved by Party A. Moreover, all the original receipts and evidence of cost, transportation, and management of materials used for such works shall be supplied for Party A's review.
8.1.2 乙方应提供经甲方批准的变更或补充工程的所有发票和文件。此外，还应提供该工程所用材料的成本、运输和管理的所有原始收据和证据，以供甲方审查。

8.1.3 Both Contract Parties agree that, if the during construction process design quantity is changed significantly, compering to the designed drawings (PZI) received by Party B during the contract negotiation, or additional works occurs, or additional instruction for works by Party A occurs, both parties shall negotiate and sign a supplementary agreement.

If Parties A and B cannot reach an agreement related to such additional works or acceptance of executed quantities which are changed significantly (discrepancy between PZIs, price of additional works, etc), or instructions, Party A is obliged to pay to Party B for already performed additional works by Party B(Except for Party B's construction without Party A's consent).

8.1.3 合同双方同意，以合同谈判时乙方收到的施工图纸为基准，若出现设计工程量重大变化，或发生额外工作，或甲方的额外指示，双方可进行协商签订补充协议。

如果甲乙双方不能就此类新增工程或完成的发生重大工程量差异的数量的验收（施工图差异、新增工程的价格等）或指示达成协议，甲方有义务就乙方已完成的新增工作向乙方支付费用（乙方未经甲方同意擅自施工的除外）。

8.2 Claims / 索赔

8.2.1Before signing this Contract, Party B undertakes that he has forecasted and willfully taken all risks and responsibilities for the completion of the project, and Party A will not accept any claim made by Party B for a time extension and cost compensation not caused by Party A or the Employer.

After Signing of Contract Party B fully takes responsibility for contractual works according to accepted offer , excluding the additional works defined by article 8.1.3.

8.2.1 乙方在签订本合同前承诺已预见并自愿承担工程竣工的一切风险和责任，甲方不接受乙方提出的任何非甲方或发包人造成的延期和费用补偿的索赔。

合同签订后，乙方根据接受的报价对合同工程承担全部责任，不包括第 8.1.3 条规定的附加工程。

8.2.2 During the execution process, Party B's equipment and personnel slow down or be idling, or the work discontinues, due to bad weather or other non-Party A reasons, Party B shall not make relevant claims to Party A.

8.2.2 在执行过程中，乙方的设备和人员因恶劣天气原因等非甲方原因出现减速、窝工、停工等情况，乙方不得向甲方提出相关索赔。

8.3 Project Insurance / 项目保险

8.3.1Party B shall purchase the necessary property, personal safety and other necessary insurance for the completion of this project at its own expense, In the event of a claim settlement event, both parties to the contract shall assist each other in obtaining evidence and relevant documents to help the other party obtain compensation.

8.3.1 乙方需自费购买为完成本项目所需的必要的财产、人身安全等必要的保险, 若理赔事件发生，合同双方应互相协助获取证据及相关文件，以帮助对方获得赔付。

9. Transportation and Management

9.运输与管理

9.1 Transportation and Management / 运输与管理

9.1.1 All the materials and equipment shall be purchased or leased by Party B, In case of loss or accident caused by the quality of purchased or leased materials and equipment, Party B shall still bear full responsibility even if the materials have been inspected or approved by Party A.

9.1.1 所需要的一切材料和设备均由乙方采购或租赁，如因所采购或租赁的材料和设备的质量问题造成损失和事故，即使材料已经过检查或甲方的认可，乙方仍应承担全部责任。

9.1.2Party B shall make sure all the materials and equipment are properly stored. If any loss or damage happened, the loss shall be borne by Party B.

Relevant buildings, earthwork and related materials that have been dismantled/disassembled/excavated at the construction site according to construction needs, Party B is obliged to transport and store the dismantled/disassembled/excavated materials to the place designated by Party A (Party B shall not misappropriate them without authorization). Party B bears all the costs required for dismantling and transportation. Including the use of existing local roads, toll fees, the cost for temporary storage, and related administrative costs required by the local government, etc. All costs to complete the project are included in the Subcontract Price.

9.1.2 乙方应确保所有材料和设备妥善存放。如有任何遗失或损坏，损失由乙方承担。

根据施工需要，在施工现场被拆卸/拆解/开挖的相关建筑物、土方及相关材料，乙方有义务将拆卸/拆解/开挖后的材料运输并存放至甲方指定的地点（乙方不得擅自挪用）。乙方承担拆解和运输所需的一切费用。包括当地现有道路的使用、通行费、临时仓储费以及当地政府要求的相关管理费用等。完成项目的所有费用均包含在分包价中。

9.2 Usage and Management of Machine & Equipment / 机器设备的使用与管理

9.2.1 All the machinery and equipment for the implementation of this project shall be provided by Party B. Party B shall strengthen the management and maintenance of its own machinery and equipment to ensure the utilization rate and work efficiency. Party B shall be fully responsible for the loss caused by Party B's mechanical failure. In addition, the power, fuel, construction water and electricity required for the project shall be provided by Party B.

9.2.1 执行本工程的全部机器设备由乙方提供。乙方应加强对己方的机器设备的管理和维护，确保使用率和工作效率。因乙方机械故障造成的损失由乙方承担全部责任。除此之外，工程所需的动力、燃油、施工用水用电等由乙方提供。

10.Other

10.其他

10.1 Force Majeure / 不可抗力

10.1.1Force Majeure event means any event beyond the reasonable control of the affected party, which is unforeseeable or unavoidable, or insurmountable even if foreseeable, and occurs after the signature of this Subcontract, making the performance of this Subcontract in whole or in part objectively impossible or impractical. Such events include but are not limited to floods, typhoons, earthquakes, tsunamis, and other natural disasters, strikes, riots, wars (whether declared or not).

10.1.1 不可抗力事件是指在本分包合同签订后发生的任何超出受影响方合理控制的、不可预见或不可避免、或即使可预见也无法克服的事件，使本分包合同的全部或部分履行在客观上不可能或不切实际的。此类事件包括但不限于洪水、台风、地震、海啸等自然灾害、罢工、骚乱、战争（无论是否宣战）。

10.1.2 If any party does not fulfill its contractual obligations because of the force majeure, the affected party shall not bear the responsibility for breaching the Subcontract, the party who is influenced by the force majeure shall inform the other party about the force majeure immediately including the complete reasonable details and inform the other party if the force majeure leads to suspension of the execution.

10.1.2 任何一方因不可抗力不履行合同义务的，受影响方不承担违反分包合同的责任，受不可抗力影响的一方应立即将不可抗力包括完整的合理细节告知对方，并在不可抗力导致中止执行的情况下通知对方。

10.1.3 If force majeure affects all or part of the work, both parties shall negotiate to take countermeasures, including whether to postpone or terminate part or all of the work. When the force majeure event occurs, each party shall try its best to minimize the impact of the force majeure event on the Project. If the impact of the Force Majeure event has been stopped, one party shall notify the other party.
10.1.3 如果不可抗力影响全部或部分工作，双方应协商采取应对措施，包括是否推迟或终止部分或全部工作。当不可抗力事件发生时，各方应尽最大努力将不可抗力事件对项目的影响降至最低。如果不可抗力事件的影响已经停止，一方应通知另一方。

10.1.4 Both parties to the contract agree that they will each bear any loss caused to themselves due to force majeure events, and will not claim compensation from the other party.
10.1.4 合同双方同意，各自承担因不可抗力事件给自己带来的任何损失，且将不向对方要求赔偿。

10.2Responsibility for Breaching the Subcontract / 违反分包合同的责任

10.2.1 If Party B cannot perform this subcontract according to the dynamic plan required by Party A or other requirements due to reasons of Party B, Party A has the right to choose other subcontractors and terminate the subcontract.
10.2.1 如因乙方原因不能按照甲方要求的动态计划或其他要求履行本分包合同，甲方有权选择其他分包商，并解除分包合同。

10.2.2 If Party A cannot perform this subcontract due to reasons of Party A, Party B has the right to request to terminate the contract and claim the unpaid amount.
10.2.2 若因甲方原因不能履行本分包合同，乙方有权要求终止合同并索取未支付的款项。

10.3The Suspension and Termination of Subcontract / 分包合同的中止和终止

10.3.1In accordance with the Contract between Party A and his Employer, the Employer may terminate the whole or part of the project at any time at his discretion, regardless of whether Party B breaches the Subcontract. Party A will forward the notice of termination to Party B and Party B shall cooperate with Party A to claim against the Employer for such termination. If any loss is caused to Party A due to Party B's failure to cooperate, Party B shall bear the responsibility and losses. If the claim is successful and the compensation from the Employer could be received, Party A would pay Party B according to the relevant claim clauses of this Subcontract.
10.3.1 根据甲方与其发包人之间的合同，无论乙方是否违反分包合同，发包人可以随时自行决定终止全部或部分工程。甲方将终止通知转发给乙方，乙方应配合甲方向发包人提出终止索赔。如因乙方不配合给甲方造成损失，乙方应承担责任和损失。如果索赔成功并且能够收到发包人的赔偿，甲方将根据本分包合同的相关索赔条款向乙方支付费用。

10.3.2 According to the requirements of the Employer, if Party A entrusts a subcontractor to implement construction, it shall submit an application to the Employer to nominate a subcontractor.
If the construction cannot be carried out because the Employer refuses to nominate Party B, the subcontract shall be automatically terminated. Party B cannot claim against Party A for this reason.

10.3.2 根据发包人要求，甲方委托分包商实施施工需向发包人提出提名分包商的申请，若因发包人拒绝对乙方的提名导致无法施工，则该分包合同自动终止。乙方不能因此向甲方提出索赔。

10.4 Settlements of Disputes

10.4 争端解决

10.4.1Party A and Party B agree that any dispute shall be settled through negotiation. If no agreement can be reached through negotiation, the dispute shall be settled through the commercial court of Belgrade.

10.4.1 甲乙双方同意协商解决任何争议。协商不成的，由贝尔格莱德商事法庭解决。

10.5 Abidance by Law

10.5 遵纪守法

10.5.1 If there is any inconsistency, contradiction, or conflict between this subcontract / the actions of either party to the subcontract and applicable law in Serbia, both parties to the contract shall remind each other in good faith, and both parties shall negotiate amicably to amend this subcontract.

10.5.1 如果本分包合同/分包合同任何一方的行为与塞尔维亚适用的法律有任何不一致、矛盾或冲突，合同双方应善意相互提醒，双方应友好协商修改本分包合同。

10.5.2Party B shall indemnify Party A and its personnel against all claims, damages, losses, and expenses (including legal fees and expenses) of any kind and nature arising out of party B or its personnel's breach of applicable laws, negligence, willful acts.

10.5.2 乙方应赔偿甲方及其人员因乙方或其人员违反适用法律、疏忽、故意行为而引起的任何种类和性质的所有索赔、损害、损失和费用（包括法律费用和开支）。

11.The Application of Subcontract

11.分包合同生效

11.1Effective and invalidity conditions of the Subcontract: The Subcontract shall come into force upon the signature and seal of both parties. The contractual obligations are fully fulfilled and all payments have been made, the Subcontract ceases to be active.

11.1 分包合同的生效和无效条件：分包合同自双方签字盖章之日起生效。合同义务已完全履行并已支付所有款项，分包合同不再有效。

11.2Neither Contracting Party may assign or transfer to a third party this Agreement or the rights and obligations arising therefrom, without the prior consent of the other Contracting Party given in writing.

11.2 未经合同任意一方事先书面同意，合同任意一方不得将本协议或由此产生的权利和义务转让或转让给第三方。

11.3This Subcontract and its appendixes shall be regarded as the full agreement between two parties, and it will replace any previous verbal agreement or understanding, and communication which is made before this subcontract is issued.

11.3 本分包合同及其附件应视为双方之间的完整协议，将取代之前的任何口头协议或谅解，以及本分包合同签发前的沟通。

11.4The illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of other provisions.

11.4 本协议任何条款的非法性、无效性或不可执行性不影响其他条款的有效性和可执行性。

11.5Amendments to this Agreement or its appendixes shall be effective only by written agreement and signed by legal persons or authorized representatives of both parties.
11.5 本协议或其附件的修改须经双方的法人或授权代表签署书面协议方可生效。

11.6 For issues not covered by this agreement, the Serbian Laws will apply related to the topic. In the case laws don't regulate certain topics, both parties shall negotiate and sign a supplementary agreement. The supplementary agreement shall serve as a supplementary document to this Agreement and have the same legal effect as this Agreement.
11.6 对于本协议未涵盖的问题，将适用与该主题相关的塞尔维亚法律。法律对某些事项没有规定的，双方协商签订补充协议。补充协议作为本协议的补充文件，与本协议具有同等法律效力。

11.7 The subcontract is made in Chinese and English. In case of any discrepancies, the English version shall prevail.
11.7 该分包合同是用中文和英文书就。如有任何差异，以英文版本为准。

11.8 This Subcontract is made in quadruplicate, with each party holding two copies.
11.8 本分包合同一式四份，双方各持两份。

Appendix 1: Agreement on Health, Safety and Environmental Protection
附件 1：健康、安全、环境保护协议

Appendix 2: Price List
附件 2：价格表

Appendix 3: Dynamic Plan
附件 3：动态计划

Party A：SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Signature:

Name: Wang Yong
Date： 2023.8.18

Party B：MIROSLAV ATIĆ PREDUZETNIK AGENCIJA ZA PROJEKTOVANJE I INŽ ENJERING FORM INŽINJERING SUBOTICA
Signature:

Name: Miroslav Atić
Date：18.8.2023.

Miroslav Atić Preduzetnik
Agencija za projektovanje i inženjering
FORM INŽINJERING
Subotica

Appendix 2　附件 2

Price List 价格表

No	Work	Unit	Unit Price-usd	Qty	Price-usd
			a	b	c=a*b
1.9.1.-5.3.3.	d=5.5cm, in a floor sandwich	m2	23.00	10.01	230.23
1.9.1.-6.1.2.	protect roof structures from fire	m2	15.00	314.70	4,720.50
1.9.1.-9.10.1.	mark 7P in a circle, double door 160/215 cm	pcs	1,200.00	1.00	1,200.00
1.9.1.-9.10.2.	mark 8P in a circle, double door 150/215 cm	pcs	1,200.00	1.00	1,200.00
1.9.1.-14.2.	Procurement of materials and application of leveling compound, on floors where the final rubber coating and industrial floor is planned.	m2	15.00	10.01	150.15
1.9.1.-14.3.	Supply, installation, rubber-based floor (type "Nora Sentika in tone no. 6521" or similar) d=2 mm in slabs dim. 61x61cm.	m2	125.00	11.01	1,376.25
1.9.1.-15.4.	Procurement and installation of the lining around the built-in cistern made of moisture-resistant gypsum boards with a thickness of 12.5 mm on a metal substructure of CW profile.	m2	110.00	7.08	778.80
1.9.1.-15.5.	Procurement of materials and cladding of sewer verticals with moisture-resistant plasterboard boards d=12.5mm,	m2	75.00	5.19	389.25
1.9.1.-18.6.	Procurement, transport and installation of tactile signaling - anti-slip plugs Ø35mm, height 4mm, made of INOX,	m2	1,920.00	5.54	10,636.80
1.9.1.-18.7.	Procurement, transport and installation of tactile signaling - anti-slip guides 370/35/4mm, 6 pieces in width from INOX	m1	65.00	6.54	425.10
1.9.1.-19.21.	boiler storage cabinet	pcs	550.00	1.00	550.00
1.9.1.-19.22.1.	mark Pu 1 in double diamond sink counter dimensions 157/55 cm	pcs	820.00	1.00	820.00
1.9.1.-19.22.2.	mark Pu 2 in double diamond sink counter dimensions 159/55 cm	pcs	820.00	1.00	820.00
A	The additional works of Front boards and frames at Žednik station	1	4,736.24	1.00	4,736.24
B	The additional works of Carpenters work at Žednik station	1	16,250.40	1.00	16,250.40
C	The additional works of lightning protection at Žednik station	1	3,338.01	1.00	3,338.01
D	The additional works of eaves at Bačka Topola station	1	3,614.16	1.00	3,614.16
E	The additional works of new Tehnical solution for station building at Bačka Topola	1	147,395.41	1.00	147,395.41
F	HVAC project for station building at Bačka Topola	1	34,438.74	1.00	34,438.74
	TOTAL				**233,070.04**